



## ***DESIGN CONSULTING / FACILITATION AGREEMENT***

This Agreement is made effective as of May \_\_2018, by and between Weber County, a political subdivision of the State of Utah, of 2380 Washington Blvd. Ogden, UT 84401, and Union Creative Agency LLC, of 2218 Adams Avenue Ogden, UT 84401.

In this Agreement, the party who is contracting to receive services shall be referred to as "the County", and the party who will be providing the services shall be referred to as "Union Creative Agency, LLC".

**BACKGROUND** The County is of the opinion that Union Creative Agency, LLC has the necessary qualifications, experience and abilities to provide services to the County. Union Creative Agency is agreeable to providing such services to the County on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the County and Union Creative Agency, LLC (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_2018, Union Creative Agency, LLC will provide services including:

- Plan, facilitate, and document a Listening Tour in partnership with Weber County Creative Alliance to learn about the ideas and needs of stakeholders throughout Weber County. The Listening Tour will be made up of three two-hour Listening Sessions (Roy, North Ogden, Ogden Valley) in spring/summer 2018. These Listening Sessions will be open to the public and will be heavily focused on gathering community input to inform the future development and direction of WCCA.
- Union Creative Agency LLC will serve as the lead design consultant and facilitator with support coming from members of the WCCA Board. WCCA will be in charge of reserving venues, sending invitations to constituents, printing materials, purchasing supplies, providing refreshments, and being available for questions/presentation.
- Together, we will meet to plan the goals, design, and outcomes of the Listening Tour. From that meeting, Union Creative Agency, LLC will design, plan, and

compile necessary materials for the Listening Sessions. Union Creative Agency, LLC will facilitate each of the Listening Sessions. Following each session Union Creative Agency LLC will document and synthesize findings to be compiled in a final report of findings and recommendations to be presented to the WCCA.

**2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Union Creative Agency LLC shall be determined by Union Creative Agency, LLC. Union Creative Agency, LLC has determined 25 hours to be appropriate for the services outlined above, but has agreed to work for up to 30 hours if necessary. If more than 30 hours are needed, a separate written agreement will be required.

**3. PAYMENT.** WCCA will pay a fee of \$1875 to Union Creative Agency LLC for the Services. \$937.50 (50%) will be due prior to work beginning with the additional \$937.50 (50%) due within 14 days of the delivery of final materials. This fee represents a 25% discount of Union Creative Agency, LLC's standard fee. This discount is a one-time discount and is not guaranteed on future work.

**4. TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by Union Creative Agency, LLC of the services required by this Agreement.

**5. RELATIONSHIP OF PARTIES.** It is understood by the Parties that Union Creative Agency, LLC is an independent contractor with respect to the County, and not an employee of the County. The County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Union Creative Agency, LLC or its employees.

**6. INDEMNIFICATION.** Union Creative Agency, LLC shall hold harmless and indemnify the County, its agents, and employees from and against all claims, liabilities, loss and expense, including reasonable costs expenses and attorney's fees incurred, which arise by reason of the acts or omissions of Union Creative Agency, LLC, its officers, agents, and employees, resulting directly or indirectly from the performance of this Agreement, unless said loss, liability, or claim is caused solely by the County's negligence.

The County shall hold harmless and indemnify Union Creative Agency, LLC, its agents, and employees from and against all claims, liabilities, loss and expense, including reasonable costs expenses and attorney's fees incurred, which arise by reason of the acts or omissions of Weber County, its officers, agents, and employees, resulting directly or indirectly from the performance of this Agreement, unless said loss, liability, or claim is caused solely by Union Creative Agency, LLC's negligence.

**7. INSURANCE.** *Insurance.* Union Creative Agency, LLC shall maintain the following insurance coverage: general commercial liability coverage (including contractual liability) with no less than \$1,000,000 per occurrence. Union Creative



Agency, LLC shall provide the County with a valid certificate of insurance upon request.

**8. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**9. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**10. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**11. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**12. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Utah.

**13. INTERRUPTION OF SERVICE.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

*[signatures on following pages]*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Ebert voted \_\_\_\_\_  
Commissioner Gibson voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

Dated this 17 day of May, 2018.

By [Signature]  
Union Creative Agency, LLC

ACKNOWLEDGEMENT OF Union Creative Agency, LLC

State of Utah            )  
                                  ) ss:  
County of Weber        )

On the 17<sup>th</sup> day of May, 2018, appeared before me  
Michelle K Halacy, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he/she executed the same in his/her capacity as a duly  
appointed representative and agent of Union Creative Agency, LLC.



[Signature]  
Notary Public